Serial Number 1938/43.



# THE NEW-ZEALAND-GROWN FRUIT REGULATIONS 1938.

GALWAY, Governor-General. ORDER IN COUNCIL.

At the Government House at Wellington, this 23rd day of March, 1938.

Present :

## HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

PURSUANT to the Orchard and Garden Diseases Act, 1928, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, doth hereby make the following regulations.

# REGULATIONS.

## REGULATION 1.—PRELIMINARY.

(1) These regulations are arranged as follows :----

**REGULATION** 1.—Preliminary.

REGULATION 2.—Definitions.

- REGULATION 3.—Packages for Fruit.
- **REGULATION** 4.—Registration of Owners of Fruit.
- **REGULATION** 5.—Branding of Packages of Fruit.
- REGULATION 6.-Standard Grades for Fruit.
- 7.—Grading Standards for Apples. Regulation
- Regulation 8.—Grading Standards for Pears.
- 9.-Grading Standards for Lemons. Regulation
- REGULATION 10.—Grading, Wrapping, and Packing of Fruit.

REGULATION 11.—Cool-store Graded Fruit.

**REGULATION 12.**—Examination and Inspection of Graded Fruit.

**REGULATION 13.**—Inspection Fee on Graded Fruit.

REGULATION 14.—Sale of Fruit generally. REGULATION 15.—Offences.

(2) These regulations may be cited as the New-Zealand-grown Fruit Regulations 1938.

(3) These regulations shall come into force four days after the date of notification in the Gazette of the making thereof.\*

(4) The New-Zealand-grown Fruit (Local Sales) Regulations 1935<sup>+</sup> are revoked.

\* See end note,

† Gazette, 19th December, 1935, Vol. III, page 3992.

(5) All certificates, registers, and generally all acts of authority and all other documents, matters, acts, and things which originated under the regulations hereby revoked, and are of continuing effect at the time of coming into force of these regulations, shall enure for the purposes of these regulations as fully and effectually as if they had originated under the corresponding provisions of these regulations, and accordingly shall, where necessary, be deemed to have so originated.

### **Regulation 2.**—Definitions.

- In these regulations, if not inconsistent with the context,----
  - 'The said Act" means the Orchard and Garden Diseases Act, 1928:
  - "Aggregate area" means the total area of the surface of any individual fruit affected by blemish, damage, or any other injury or defect detrimental to the appearance of the fruit, or the total area that may be assembled into one circular area of a maximum diameter prescribed in these regulations:
  - "Approved " means approved by the Director in writing :
  - "Blemish" includes scratches, insect bites, excrescences, or any other similar injury to which any particular kind of fruit is subject and which is detrimental to the appearance of the fruit, but does not include damage by ripe-spot, lenticel breakdown, or leaf-roller caterpillar:
  - "Brand" means to stencil or imprint clearly and legibly :
  - "Citrous fruit" means lemons, oranges, mandarins, grapefruit, and New Zealand grapefruit, including the Poorman orange and any type of orange closely similar to the Poorman orange :
  - "Clean" means free from dirt, dust, insect stains, spray stains, and spray residue, or other foreign substance or material:
  - "Coloured," in relation to lemons, means mature and hand-picked when yellow or partially yellow in appearance, but not tree-ripened :

  - "Count" means the number of fruit contained in any package : "Cured," in relation to lemons, means stored in the manner usual in the citrous industry until the skin of the fruit is thin enough to permit the fruit to be accepted for one or other of the respective grades for lemons prescribed by these regulations :
  - "Damage" means injury by ripe-spot, lenticel breakdown, leafroller caterpillar, and includes any other injury or defect which materially affects the appearance and/or keepingquality of the fruit :
  - "Director" means the Director of the Horticulture Division of the Department of Agriculture :
  - "Dominion" means the Dominion of New Zealand, exclusive of the Cook Islands :
  - "Factory" means any premises where fruit is graded, packed, manufactured, or processed into any fruit product for sale :
  - "Fruit" means apples, pears, quinces, peaches, nectarines, apricots, cherries, plums, grapes, tomatoes, and citrous fruit :
  - "Grade" means any of the grades for fruit prescribed by these regulations :

- "Green," in relation to lemons, means mature and hand-picked when the whole or substantially the whole of the surface of the fruit is green in appearance :
- "Hail-mark" means injury to fruit caused by hail:
- "Hand-picked," in relation to apples and pears, means carefully harvested by hand, but does not include fruit which has fallen from the tree; and, in relation to lemons, means cut from the tree with stalk trimmed smooth and level with the button by means of a sharp, blunt-nosed clipper or by any other approved means:
- "Inspector "means an Inspector appointed under the said Act:
- "Immature " means any fruit which in the opinion of an Inspector is not mature :
- "Mature," in respect of any fruit, means having a degree of ripeness that will ensure the proper completion of the ripening process and being suitable for curing or marketing.
- "Minimum size" means the smallest size of fruit represented by the count set out against each variety of fruit in the Second Schedule hereto:
- "Owner" means any owner, shipper, or consignor of fruit, and includes the agent or servant of any such owner, shipper, or consignor, and also includes, in the case of a company, the managing director, manager, director, secretary, or other principal officer of the company in New Zealand :
- "One variety " means fruit which, in the opinion of an Inspector, shows the same varietal characteristics :
- "To pack" means regularly and compactly to arrange fruit in a package on the diagonal pocket system where applicable, and "packed" and "repacked" have a corresponding meaning:
- "Package" means any of the types of package for fruit specified in the First Schedule to these regulations:
- "Properly packed," in respect of fruit, means so packed that the fruit shall not be slack or overpressed or in a condition likely to result in permanent damage to the fruit during handling or transport:
- "Russet" includes both unnatural russet and natural russet :
- "Unnatural russet" means russet which, in the opinion of an Inspector, is not characteristic of the variety of the fruit in question, and includes corky russet, cracked russet, rough russet, smooth russet, and solid russet :
- "Corky russet" means russet associated with pimply or wartlike growths arising from cell-distortion of the skin of the fruit:
- "Cracked russet" means russet in which portions of the skin of the fruit are definitely cracked :
- "Rough russet" means corky russet in an aggravated form: "Smooth russet" means russet which has an even and/or glossy surface and which may be solid or netlike:
- "Solid russet" means a condition in which the whole or a substantial portion of the normal fruit-skin is completely affected with russet of a character similar to fine sandpaper in roughness:

- "Natural russet" means russet which, in the opinion of an Inspector, is characteristic of the variety of the fruit in question:
- "Sell" means to exchange for money or barter, and includes offering or exposing for sale, or sending or delivering for sale, or allowing to be sold or offered or exposed for sale; and "sale" has a corresponding meaning:
- "Silver," in relation to lemons, means mature and hand-picked when silver-green in appearance :
- "Size" means the diameter of fruit measured from cheek to cheek at the widest part at right angles to an imaginary line drawn from the stem to the calyx of the fruit; and "to size" means to sort according to size: "Slightly misshapen," in relation to lemons, means not of
- "Slightly misshapen," in relation to lemons, means not of characteristic shape, but not markedly pear-shaped, elongated, or sharply pointed :
- "Slightly rough," in relation to lemons, means having a skin which is not of smooth texture, but which is not creased or badly wrinkled:
- "Smooth" means not ridged, angular, or indented except in a manner characteristic of the variety of fruit:
- "Sound" means free at the time of packing from visible defects such as decay, breakdown, bitter-pit, corky-pit, soft or shrivelled fruit, internal breakdown, freezing injury, core-rot, eye-rot, and other similar defects:
- "Spray injury " means injury to fruit resulting from spraying, being a blemish or a russet as an Inspector in his discretion shall determine, regard being had to the extent of such injury:
- "Storage defects" means decay, storage scald, breakdown, Jonathan spot, ripe-rot, blue-mould, green-mould, or other injury to fruit as the result of storage :
- "Tree-ripened," in relation to lemons, means hand-picked, when ripened on the tree :
- "Uniform" means that the variation in size of fruit sized according to any grade prescribed by these regulations shall not be greater than  $\frac{1}{4}$  in. in diameter:
- "Visible glassy-core" means a condition in which portions of the flesh of the fruit have solidified and assumed a glassy appearance:
- "Well formed" means having the shape characteristic of the variety of the fruit in the locality where it is grown.

### REGULATION 3.—PACKAGES FOR FRUIT.

(1) No person shall sell any fruit in any container of a type which does not conform to one or other of the types prescribed by this regulation for such respective kinds of fruit.

(2) Nothing in this regulation, except clause (7) hereof, shall apply to any fruit which is sold direct to a factory for the purpose of being utilized in the manufacture of any fruit product, or which is sold direct to a packing establishment to be there packed. (3) Except as otherwise provided in this regulation, the packages in which fruit of the several kinds set forth in the First Schedule hereto shall be sold shall be constructed of timber and shall be one or other of the respective types of packages prescribed for the several kinds of fruit in the said Schedule.

(4) Nothing in this regulation shall be deemed to prohibit the use of any container for fruit—

- (a) Being a package of one of the types numbered 8, 9, and 10 in the said Schedule, the depth of which is increased from the depth prescribed for such types of packages to  $4\frac{3}{4}$  inches by placing  $\frac{1}{4}$  inch cleats under the lid affixed to any such type of package :
- (b) Being a combination of three packages of the type numbered 4 in the said Schedule strapped together to form one package :
- (c) Being a wooden crate of any size used as a container-

(i) For any number of punnets in which any stone-fruits are packed;

(ii) For any number of packages of the type numbered 4 in the said Schedule in which any stone-fruits are packed.

(5) Nothing in this regulation shall be deemed to prohibit the use as a package for apricots, nectarines, peaches, or plums of a package of the type numbered 6 in the said Schedule so long as the net weight of the fruit contained in the package is branded thereon.

(6) If the Director is satisfied that any person, on the coming into force of these regulations, has on hand any packages of a type prescribed by the regulations hereby revoked or stocks of timber specially sawn or prepared for making such packages, he may authorize such person to use packages of such type in lieu of packages of the type prescribed in this regulation for such period as he may specify in his authorization, but no such authorization shall authorize the use of such first-mentioned packages after the 30th day of June, 1938.

(7) All containers used for the packing of fruit shall be clean, sound, and well made.

REGULATION 4.—REGISTRATION OF OWNERS OF FRUIT.

(1) Every owner who sells fruit in packages shall apply to the Director for registration :

Provided that every occupier of an orchard from which fruit is sold or intended to be sold, to whom, on the coming into force of these regulations, a certificate of registration of such orchard has been issued in terms of the Orchard Registration Regulations 1937,\* shall be deemed to have applied for registration under these regulations, and a certificate of registration and a registered mark shall be issued to him as hereinafter prescribed.

(2) The Director, on receipt of such application, shall without fee register such owner of fruit, allotting to him a registered mark, and shall issue to such owner a certificate of registration accordingly.

(3) Such registered mark shall consist of letters, numerals, or a combination of letters and numerals.

\* Statutory Regulations 1936-7, Serial number 209/1937, page 777.

(4) No registered mark shall be transferred without the consent in writing of the Director.

(5) The Director may cancel the registration of the owner of any registered mark in any of the following events :---

(a) If the registered owner so requests; or

- (b) If the Director is satisfied that the owner has not used his registered mark for a period of two years immediately preceding; or
- (c) If during the period of twelve months immediately preceding the owner has been convicted of any offence under the said Act or these regulations; or
- (d) If the Director is satisfied, on such documentary or other evidence as he shall deem sufficient, that the registration of the owner of any registered mark should be cancelled.

REGULATION 5.—BRANDING OF PACKAGES OF FRUIT.

(1) Before selling or allowing to be sold any package of fruit the owner of the fruit shall brand such package, or cause such package to be branded as required by this regulation.

(2) The particulars to be branded on every package containing fruit for sale shall be the following, that is to say—

- (a) The registered mark of the owner of the fruit allotted pursuant to Regulation 4 hereof:
- (b) The name and address of the registered owner of the fruit:
- (c) In the case of any fruit other than lemons, the name of the variety of the fruit; and in the case of lemons of the Meyer variety, the name of that variety:
- (d) In the case of apples, pears, or lemons, the grade of the fruit as determined by the standards hereinafter prescribed :
- (e) In the case of apples, pears, or lemons, the size of the fruit represented by the count thereof in the package :
- (f) In the case of lemons, the word "cured" or the words "not cured," as the case may require:
- (g) In the case of apricots, nectarines, peaches, or plums sold in a package of the type numbered 6 in the First Schedule hereto, the net weight of the fruit contained in the package :
- (h) In the case of packages containing apples, pears, or lemons which have been placed in cool storage at any time before being offered for sale the words "ex cool store."

(3) Nothing in the last preceding clause of this regulation, except paragraph (a) thereof, shall apply to any fruit which is sold direct to a factory for the purpose of being utilized in the manufacture of any fruit product or which is sold direct to a packing establishment to be there packed.

(4) Nothing in clause (2) of this regulation, except paragraphs (a), (c), and (d) thereof, shall apply to any package of fruit to which the lid has not been affixed and which is sold direct to a purchaser either for his own use or for sale by retail.

(5) The registered mark of the owner of fruit shall be branded on one end of every package at the bottom left-hand corner thereof.

(6) Where fruit to which clause (3) of this regulation applies is lawfully packed in any package or container the registered mark of the owner of the fruit may be branded in any prominent position thereon. (7) The name and address of the registered owner (when required to be branded on a package) shall be branded on the top left-hand corner of the same end of every package as that on which the owner's registered mark is required to be branded pursuant to clause (5) of this regulation.

(8) The name of the variety of the fruit, the grade of the fruit, and the count of the fruit in the package (when required to be branded on a package) shall be branded at the bottom right-hand corner of the same end of every package as that on which the owner's registered mark is required to be branded pursuant to clause (5) of this regulation. If the name of the variety is unknown to the owner of the fruit, the words "variety unknown" shall be branded on the package in the appropriate place aforesaid.

(9) Where pursuant to clause (12) of Regulation 10 hereof apples or pears of the standard prescribed for Orchard Run grade or Minimum grade or lemons of the standard prescribed for Small grade are packed as a jumble pack in any package, then, notwithstanding anything in the foregoing provisions of this regulation, the words "not sized" shall be branded on the package in lieu of the count of the fruit in the package.

(10) In addition to the particulars required by clause (2) of this regulation, there may be branded on packages of fruit for sale the following further particulars, as the case may require :---

- (α) In the case of any package containing apples, pears, or lemons which is placed in cool storage and which is at the option of the owner repacked before being offered for sale for the purpose of removing any fruit affected by storage defects, the word "repacked."
- (b) In the case of any package containing apples which are of the standard of quality prescribed for Commercial B grade by clauses (14) to (17), both inclusive, of Regulation 7 hereof or containing pears which are of the standard of quality prescribed for Commercial grade by clauses (10) to (13), both inclusive, of Regulation 8 hereof, but which, in either case, are free from black-spot, the words "no black-spot."
  (c) A shipping or other forwarding-mark.

(11) The name and address of the owner shall be branded in decipherable characters of not less than  $\frac{1}{8}$  inch block type, and all other particulars authorized to be branded on packages of fruit for sale shall be branded in decipherable characters of not less than  $\frac{3}{8}$  inch block type.

(12) The particulars required to be branded on any package of fruit to which paragraphs (f), (g), or (h) of clause (2) or clause (9) of this regulation applies or authorized to be branded on any package of fruit by clause (10) of this regulation shall be branded on the same end of the package as that on which the owner's registered mark is required to be branded pursuant to clause (5) of this regulation, and shall be so placed on the end of the package that no prescribed particulars obscure or conceal or are capable of being confused with any other prescribed particulars.

(13) The particulars required to be branded on any package of fruit pursuant to the provisions of this regulation shall describe accurately the contents of such package:

Provided that a variation not exceeding 5 fruits per package shall be allowed in respect of the count of fruit branded on such package.

(14) No owner shall sell any fruit in packages which bear any number other than that comprised in his own registered mark, and he shall erase or obliterate any letters or numerals marked on such packages which are capable of being taken for a registered mark.

(15) Notwithstanding the provisions of clause (14) of this regulation, where the purchaser of any package of fruit sells the same without removing such fruit or any part thereof from the package, or removes the fruit from such package for the purpose of repacking it in the same package, he shall sell such fruit under the registered mark already branded on the packages, without alteration thereof or addition thereto.

(16) It shall be sufficient compliance with the requirements of this regulation relating to branding if suitable labels on which are printed or stamped the particulars required by this regulation are securely affixed by paste or similar means to one end of each package of fruit instead of the brands herein prescribed.

(17) Nothing in this regulation shall prevent the holder of a registered mark from using any other design or mark in combination with such registered mark for the purpose of marking his packages of fruit so long as the requirements of this regulation in regard to the use of registered marks are complied with.

(18) No owner shall sell any lemons contained in a package which is not branded with either the word "cured" or the words "not cured" as required by this regulation.

(19) No auctioneer or other selling agent shall sell any fruit contained in a package which is not branded pursuant to the requirements of this regulation.

(20) Except as otherwise expressly provided by this regulation, if fruit is lawfully packed in a package other than one of the types of package prescribed in the First Schedule hereto, then the particulars required to be branded thereon by this regulation may be branded in any prominent position thereon, but in the same relative position as prescribed by this regulation.

REGULATION 6.—STANDARD GRADES FOR FRUIT.

(1) The following are the standard grades into which apples shall be graded :—

Extra Fancy. Fancy. Commercial A. Commercial B. Orchard Run. Minimum.

(2) The following are the standard grades into which pears shall be graded :---

Extra Fancy. Fancy. Commercial. Orchard Run. Minimum. 1938/43.]

(3) The following are the standard grades into which lemons shall be graded :—

Extra Fancy. Fancy. Good. Small.

(4) The several names assigned by the foregoing provisions of this regulation as the standard grades for apples, pears, and lemons shall be deemed to be and shall be known as standard grade-marks for the purposes of these regulations.

REGULATION 7.-GRADING STANDARDS FOR APPLES.

(1) The standards by which the several grades of apples shall be determined shall be the respective standards prescribed by this regulation.

(2) Extra Fancy grade apples shall include only sound, mature, clean, smooth, hand-picked, uniform, well-formed apples of one variety true to name. Such apples shall be :---

- (a) Free from blemish, insect pests, disease, Jonathan spot, eye-rot, visible glassy-core, bitter-pit, corky-pit, and skin broken at stem:
- (b) Free (in the case of all varieties) from unnatural russet, and free (in the case of apples of the Worcester Pearmain and Newtown Pippin varieties) from natural russet :
- (c) Free from damage caused by bruises, ripe-spot, lenticel breakdown, skin-punctures, insect injury, limb-rub, leaf-mark, hail-marks, sun-scald, storage defects, spray-burn, and other defects which cause fruit to decay or which are likely to make the fruit unattractive to the purchaser.

(3) Apples of Extra Fancy grade shall be properly packed and, in the case of apples in any package, reasonably of the same degree of maturity.

(4) Apples for inclusion in Extra Fancy grade shall, with respect to the respective varieties set forth in the Second Schedule hereto, be of a size not less than the respective sizes and shall carry not less than the respective percentages or other description of colour set opposite the respective varieties of apples mentioned in the said Schedule.

(5) (i) Notwithstanding the provisions of clause (2) of this regulation, apples showing the following damage, blemish, russet, or other defect shall be deemed to be eligible for inclusion in Extra Fancy grade :—

- (a) Bruises occurring otherwise than in the course of harvesting and packing, but not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of 1 inch, and so long as such bruises are not detrimental to the keeping-quality of the fruit :
- (b) Slight blemish not exceeding an aggregate area of 3 per cent. of the surface of any one fruit, and so long as such blemish does not deform the fruit or affect its keeping-qualities:
- (c) Smooth, unnatural russet on Solid Red, Partial Red, and Striped varieties not exceeding an aggregate area of 5 per cent. of the surface of any one fruit:

- (d) Smooth, unnatural russet on yellow and green varieties not exceeding an aggregate area of 2 per cent. of the surface of any one fruit:
- (e) Smooth, unnatural russet on apples of the Sturmer variety not exceeding an aggregate area of 15 per cent. of the surface of any one fruit:
- (f) Natural russet on apples of the Worcester Pearmain and Newtown Pippin varieties, in addition to the amount of smooth unnatural russet permitted by the foregoing provisions of this clause, so long as such natural russet does not extend beyond the limits of the basin at the stem-end on any one fruit:
- (g) One small well healed-over sting or insect bite, provided that not more than 5 per cent. of the fruit in any one package are so affected :
- (h) Slight cracks not exceeding  $\frac{1}{8}$  inch in length at the stem-end on any one fruit so long as such cracks are dry and not likely to affect the keeping-quality of the fruit:
- (j) Slight skin-punctures incidental to handling and transport, provided that not more than 5 per cent. of the fruit in any one package are so affected :
- (k) Slight limb-rub or leaf-mark not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{1}{4}$  inch.

(ii) Where any apple shows two or more of the defects allowed by subclause (i) of this clause the total area of the surface of the fruit so affected shall not exceed that defect for which the greatest maximum is prescribed.

(6) Fancy grade apples shall include only sound, mature, clean, smooth, hand-picked, uniform, well-formed apples of one variety true to name. Such apples shall be—

- (a) Free from blemish, insect pests, disease, Jonathan spot, eye-rot, visible glassy-core, bitter-pit, corky-pit, and skin broken at stem :
- (b) Free (in the case of all varieties) from unnatural russet and free (in the case of apples of the Worcester Pearmain and Newtown Pippin varieties) from natural russet :
- (c) Free from damage caused by bruises, ripe-spot, lenticel breakdown, skin-punctures, insect injury, limb-rub, leaf-mark, hail-marks, sun-scald, storage defects, spray-burn, and other defects which cause fruit to decay or which are likely to make the fruit unattractive to the purchaser.

(7) Apples of Fancy grade shall be properly packed and, in the case of apples in any package, reasonably of the same degree of maturity.

(8) Apples for inclusion in Fancy grade shall, with respect to the respective varieties set forth in the Second Schedule hereto, be of a size not less than the respective sizes and shall carry not less than the respective percentages or other description of colour set opposite the respective varieties of apples mentioned in the said Schedule.

(9) (i) Notwithstanding the provisions of clause (6) of this regulation, apples showing the following damage, blemish, russet, or other defect shall be deemed to be eligible for inclusion in Fancy grade :---

- (a) Bruises occurring otherwise than in the course of harvesting and packing, but not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of 1 inch, and so long as such bruises are not detrimental to the keeping-quality of the fruit:
- (b) Slight blemish not exceeding an aggregate area of 3 per cent. of the surface of any one fruit, and so long as such blemish does not deform the fruit or affect its keeping-qualities :
- (c) Smooth, unnatural russet not exceeding an aggregate area of 75 per cent. of the surface of any one fruit of the Sturmer variety, of 30 per cent. on any one fruit of the Cox's Orange Pippin variety, of 15 per cent. on any one fruit of the Delicious and Jonathan varieties, of 10 per cent. on any one fruit of other dessert varieties, and of  $12\frac{1}{2}$  per cent. on any one fruit of cooking varieties of apples:
- (d) Natural russet on apples of the Worcester Pearmain and Newtown Pippin varieties, in addition to the amount of smooth unnatural russet permitted by paragraph (c) hereof, so long as such natural russet does not extend beyond the limits of the basin at the stem-end on any one fruit:
- (e) Two small, well healed-over stings or insects bites, provided that not more than 10 per cent. of the fruit in any one package are affected thereby :
- (f) Slight cracks not exceeding  $\frac{1}{4}$  inch in length at the stem-end on any one fruit, so long as such cracks are dry and not likely to affect the keeping-quality of the fruit:
- (g) Slight skin-puncture incidental to handling and transport, provided that not more than 5 per cent. of the fruit in any one package are affected thereby :
- (h) Slight limb-rub or leaf-mark not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{3}{8}$  inch:
- (j) Hail-marks where there is no material discoloration of the skin of the fruit and where the indentations are slight, and hail-marks of a smooth russet character not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{1}{2}$  inch.

(ii) Where any apple shows two or more of the defects allowed by subclause (i) of this clause the total area of the surface of the fruit so affected shall not exceed the area of that defect for which the greatest maximum is prescribed.

(10) Commercial A grade apples shall include only sound, mature, clean, smooth, hand-picked, uniform, well-formed apples of one variety, true to name. Such apples shall be—

- (a) Free from blemish, insect pests, disease, Jonathan spot, eye-rot, visible glassy-core, bitter-pit, corky-pit, and skin broken at stem:
- (b) Free (in the case of all varieties) from unnatural russet and free (in the case of apples of the Worcester Pearmain and Newtown Pippin varieties) from natural russet:

(c) Free from damage caused by bruises, ripe-spot, lenticel breakdown, skin-punctures, insect injury, limb-rub, leaf-mark, hail-marks, sun-scald, storage defects, spray-burn, and other defects which cause fruit to decay, or which are likely to make the fruit unattractive to the purchaser.

(11) Apples of Commercial A grade shall be properly packed and, in the case of apples in any package, reasonably of the same degree of maturity.

(12) Apples for inclusion in Commercial A grade shall with respect to the respective varieties set forth in the Second Schedule hereto be of a size not less than the respective sizes and shall carry not less than the respective percentages or other description of colour set opposite the respective varieties of apples mentioned in the said Schedule.

(13) (i) Notwithstanding the provisions of clause (10) of this regulation, apples showing the following damage, blemish, russet, or other defect shall be deemed to be eligible for inclusion in Commercial A grade :---

- (a) Bruises occurring otherwise than in the course of harvesting and packing, but not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of 1 inch and so long as such bruises are not detrimental to the keeping-quality of the fruit :
- (b) Slight blemish not exceeding an aggregate area of 5 per cent. of the surface of any one fruit so long as such blemish does not deform the fruit or affect its keeping-qualities:
- (c) Solid unnatural russet not exceeding an aggregate area of 20 per cent. of the surface of any one fruit in addition to other unnatural russet, if any, so long as the remaining russet is smooth unnatural russet and so long as the aggregate area of solid unnatural russet and smooth unnatural russet does not exceed 75 per cent. of the surface of any one fruit of the Sturmer variety, 50 per cent. on any one fruit of the Cox's Orange Pippin variety, 30 per cent. on any one fruit of the Delicious variety, 25 per cent. on any one fruit of the Jonathan variety, 20 per cent. on any one fruit of other varieties :
- (d) Natural russet on apples of the Worcester Pearmain and Newtown Pippin varieties, in addition to the amount of unnatural russet permitted by paragraph (c) hereof, so long as such natural russet does not extend beyond the limits of the basin at the stem-end on any one fruit to an extent greater than  $\frac{1}{2}$  inch:
- (e) Two small healed-over stings or insect bites, provided that not more than 10 per cent. of the fruit in any one package are affected thereby:
- (f) Slight cracks not exceeding  $\frac{1}{4}$  inch in length at the stem-end on any one fruit, so long as such cracks are dry and not likely to affect the keeping-quality of the fruit :
- (g) Slight skin-punctures incidental to handling and transport, provided that not more than 5 per cent. of the fruit in any one package are affected thereby :

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- (h) Slight limb-rub or leaf-mark not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{3}{8}$  inch :
- (j) Hail-marks where there is no material discoloration of the skin of the fruit and where the indentations are slight, and hail-marks of a smooth russet character not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{1}{2}$  inch:
- (k) Black-spot not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{1}{4}$  inch and free from cracks and distortions.

(ii) Where any apple shows two or more of the defects allowed by subclause (i) of this clause the total area of the surface of the fruit so affected shall not exceed the area of that defect for which the greatest maximum is prescribed.

(14) Commercial B grade apples shall include only sound, mature, clean, smooth, hand-picked, reasonably uniform, reasonably well-formed apples of one variety, true to name. Such apples shall be—

- (a) Free from blemish, unnatural russet, insect pests, disease, Jonathan spot, eye-rot, visible glassy-core, bitter-pit, corkypit, and skin broken at stem :
- (b) Free from serious damage caused by bruises, ripe-spot, lenticel breakdown, skin-punctures, insect injury, limb-rub, leafmark, hail-marks, sun-scald, storage defects, spray-burn, and other defects which cause fruit to decay, or which are likely to make fruit unattractive to the purchaser.

(15) Apples of Commercial B grade shall be properly packed and, in the case of apples in any package, reasonably of the same degree of maturity.

(16) Apples for inclusion in Commercial B grade shall, with respect to the respective varieties set forth in the Second Schedule hereto, be of a size not less than the respective sizes and shall carry not less than the respective percentages or other description of colour set opposite the respective varieties of apples mentioned in the said Schedule.

(17) (i) Notwithstanding the provisions of clause (14) of this regulation, apples showing the following damage, blemish, unnatural russet, or other defect shall be deemed to be eligible for inclusion in Commercial B grade :—

- (a) Bruises occurring otherwise than in the course of harvesting and packing, but not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of 1 inch and so long as such bruises are not detrimental to the keeping-quality of the fruit :
- (b) Slight blemish not exceeding an aggregate area of 6 per cent. of the surface of any one fruit and so long as such blemish does not deform the fruit or affect its keeping-qualities:
- (c) Solid unnatural russet not exceeding an aggregate area of 25 per cent. of the surface of any one fruit in addition to other russet, if any, so long as the remaining russet is smooth russet and so long as the aggregate area of solid unnatural russet and smooth russet does not exceed 75 per cent. of the surface of any one fruit of the Sturmer variety, 60 per cent.

on any one fruit of the Cox's Orange Pippin variety, 50 per cent. on any one fruit of the Delicious variety, and 40 per cent. on any one fruit of other varieties, and so long as in all cases the skin is not broken and all cracks are healed over :

- (d) Three healed-over stings or insect bites, provided that not more than 10 per cent. of the fruit in any one package are affected thereby :
- (e) Slight cracks not exceeding  $\frac{1}{2}$  inch in length at the stem-end on any one fruit, so long as such cracks are dry and not likely to affect the keeping-quality of the fruit :
- (f) Slight skin-punctures incidental to handling and transport, provided that not more than 7 per cent. of the fruit in any one package are affected thereby :
- (g) Limb-rub or leaf-mark which does not exceed an aggregate area equivalent to the area of a circle having a diameter of  $\frac{5}{5}$  inch:
- (h) Hail-marks where there is no material discoloration of the skin of the fruit and where the indentations are slight, and hail-marks of a smooth russet character not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{3}{4}$  inch:
- (j) Slight Jonathan spot not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of 1 inch :
- (k) Black-spot not exceeding an aggregate area equivalent to the area of a circle having a diameter of  $\frac{1}{2}$  inch on any one fruit of a size packing not more than a 163 count to the standard bushel case or not exceeding an aggregate area equivalent to the area of a circle having a diameter of  $\frac{3}{8}$  inch on any one fruit of a size packing not less than a 175 count to the standard bushel case, and so long as in either case the fruit is not cracked or distorted thereby :
- (l) Sun-scald or spray-burn not exceeding an aggregate area of 15 per cent. of the surface of any one fruit and so long as the skin is not blistered or soft :
- (m) Slightly discoloured superficial storage scald on any one fruit so long as the fruit flesh is sound and firm.

(ii) Where any apple shows two or more of the defects allowed by subclause (i) of this clause the total area of the surface of the fruit so affected shall not exceed the area of that defect for which the greatest maximum is prescribed.

(18) Orchard Run grade apples shall include fruit which conform to the respective standards hereinbefore prescribed for Extra Fancy, Fancy, Commercial A, and Commercial B grade fruit.

(19) Apples of this grade may be packed as a jumble pack, but shall be so packed that not less than 40 per cent. of the fruit in any one package shall be apples of the standards prescribed for Extra Fancy and Fancy grade fruit in approximately equal proportions, while the remainder of the fruit in the package shall be of a standard of quality not lower than the standard of quality prescribed for Commercial B grade apples and shall be evenly distributed throughout the package. No package so packed shall contain any apple which—

(a) In the case of the Cox's Orange Pippin variety of apple is of less size than 2 inches ; or

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- (b) In the case of the Dougherty variety of apple is of less size than  $2\frac{1}{8}$  inches; or
- (c) In the case of all other varieties of apple is of less size than  $2\frac{1}{4}$  inches.

(20) Minimum grade apples shall include sound apples which are free from serious damage caused by disease, but which in other respects are not eligible for inclusion in any of the grades hereinbefore prescribed in this regulation. Such apples shall be free from unnatural russet, insect pests, fungal rots, and reasonably free from glassy-core, bitter-pit, corky-pit, lenticel breakdown, and serious damage which may cause fruit to decay rapidly.

(21) Apples of Minimum grade may be packed as a jumble pack, but no package so packed shall contain any fruit which is of less size than 2 inches.

(22) Notwithstanding the provisions of clause (20) of this regulation, apples showing the following damage, unnatural russet, or other injury or defect shall be deemed to be eligible for inclusion in this grade :—

- (a) Black-spot not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{3}{4}$  inch and so long as the fruit is not cracked or distorted thereby :
- (b) Russeting, from whatever cause, so long as the surface of any one fruit is reasonably smooth and reasonably free from cracks, wartlike growths, and distortions.

(23) Apples for inclusion in Orchard Run grade or Minimum grade shall, with respect to the respective varieties and the said grades set forth in the Second Schedule hereto, be of a size not less than the respective sizes and shall carry not less than the respective percentages or other description of colour set opposite the respective varieties of apples mentioned in the said Schedule.

### REGULATION 8.—GRADING STANDARDS FOR PEARS.

(1) The standards by which the several grades of pears shall be determined shall be the respective standards prescribed by this regulation.

(2) Extra Fancy grade pears shall include only sound, mature, clean, smooth, hand-picked, uniform, well-formed pears of one variety, true to name. Such pears shall be :---

- (a) Free from blemish, unnatural russet, insect pests, disease, corky-pit, skin broken at the stem:
- (b) Free from damage caused by bruises, skin-punctures, insect injury, limb-rub, leaf-mark, hail-marks, sun-scald, storage defects, spray-burn, and other defects which cause the fruit to decay or which are likely to make the fruit unattractive to the purchaser.

(3) Pears of Extra Fancy grade shall be properly packed and, in the case of pears in any package, reasonably of the same degree of maturity.

(4) Pears for inclusion in Extra Fancy grade shall, with respect to the varieties set forth in the Third Schedule hereto, be of a size not less than the respective sizes and shall carry not less than the respective degree of appearance set opposite the respective varieties of pears mentioned in the said Schedule. (5) (i) Notwithstanding the provisions of clause (2) of this regulation, pears showing the following damage, blemish, unnatural russet, or other defect shall be deemed to be eligible for inclusion in Extra Fancy grade :---

- (a) Bruises occurring otherwise than in the course of harvesting and packing, but not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of 1 inch and so long as such bruises are not detrimental to the keeping-quality of the fruit:
- (b) Slight blemish not exceeding an aggregate area of 3 per cent. of the surface of any one fruit and so long as such blemish does not deform the fruit or affect its keeping-qualities :
- (c) Smooth, unnatural russet on all varieties not exceeding an aggregate area of 5 per cent. of the surface of any one fruit:
- (d) One small, well healed-over sting or insect bite, provided not more than 5 per cent. of the fruit in any one package are so affected :
- (e) Slight skin-punctures incidental to handling and transport, provided that not more than 5 per cent. of the fruit in any one package are so affected :
- (f) Slight limb-rub or leaf-mark not exceeding an aggregate area equivalent to the area of a circle having a diameter of  $\frac{1}{4}$  inch.

(ii) Where any pear shows two or more of the defects allowed by subclause (i) of this clause the total area of the surface of any fruit so affected shall not exceed the area of that defect for which the greatest maximum is prescribed.

(6) Fancy grade pears shall include only sound, mature, clean, smooth, hand-picked, uniform, well-formed pears of one variety, true to name. Such pears shall be :--

- (a) Free from blemish, unnatural russet, insect pests, disease, corky-pit, and skin broken at stem:
- (b) Free from damage caused by bruises, skin-punctures, insect injury, limb-rub, leaf-mark, hail-marks, sun-scald, storage defects, spray-burn, and other defects which cause fruit to decay or which are likely to make the fruit unattractive to the purchaser.

(7) Pears of Fancy grade shall be properly packed, and, in the case of pears in any package, reasonably of the same degree of maturity.

(8) Pears for inclusion in Fancy grade shall, with respect to the varieties set forth in the Third Schedule hereto, be of a size not less than the respective sizes and shall carry not less than the respective degree of appearance set opposite the respective varieties of pears mentioned in the said Schedule.

(9) (i) Notwithstanding the provisions of clause (6) of this regulation, pears showing the following damage, blemish, unnatural russet or other defect shall be deemed to be eligible for inclusion in Fancy grade :—

(a) Bruises occurring otherwise than in the course of harvesting and packing, but not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of 1 inch, and so long as such bruises are not detrimental to the keeping-quality of the fruit: 1938/43.] New-Zea

- (b) Slight blemish not exceeding an aggregate area of 5 per cent. of the surface of any one fruit and so long as such blemish does not deform the fruit or affect its keeping-qualities :
- (c) Smooth, unnatural russet on all varieties so long as an aggregate area of not more than 20 per cent. of the surface of any one fruit is so affected :
- (d) Two small, well healed-over stings or insect bites, provided that not more than 10 per cent. of the fruit in any one package are so affected :
- (e) Slight skin-punctures incidental to handling and transport, provided that not more than 5 per cent. of the fruit in any one package are so affected :
- (f) Slight limb-rub or leaf-mark not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{3}{8}$  inch:
- (g) Hail-marks where there is no material discoloration of the skin of the fruit and where the indentations are slight and hail-marks of a smooth russet character, not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{1}{2}$  inch.

(ii) Where any pear shows two or more of the defects allowed by subclause (i) of this clause the total area of the surface of the fruit so affected shall not exceed the area of that defect for which the greatest maximum is prescribed.

(10) Commercial grade pears shall include only sound, mature, clean, smooth, hand-picked, uniform, well-formed pears of one variety, true to name. Such pears shall be :---

- (a) Free from blemish, unnatural russet, insect pests, disease, corky-pit, and skin broken at stem:
- (b) Free from damage caused by bruises, skin-punctures, insect injury, limb-rub, leaf-mark, hail-marks, sun-scald, storage defects, spray-burn, and other defects which cause fruit to decay, or which are likely to make the fruit unattractive to the purchaser.

(11) Pears of Commercial grade shall be properly packed and, in the case of pears in any package, reasonably of the same degree of maturity.

(12) Pears for inclusion in Commercial grade shall, with respect to the varieties set forth in the Third Schedule hereto, be of a size not less than the respective sizes and shall carry not less than the respective degree of appearance set opposite the respective varieties of pears mentioned in the said Schedule.

(13) (i) Notwithstanding the provisions of clause (10) of this regulation, pears showing the following damage, blemish, unnatural russet, or other defect shall be deemed to be eligible for inclusion in Commercial grade :—

- (a) Bruises occurring otherwise than in the course of harvesting and packing, but not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of 1 inch and so long as such bruises are not detrimental to the keeping-quality of the fruit:
- (b) Slight blemish not exceeding an aggregate area of 7 per cent. of the surface of any one fruit so long as such blemish does not deform the fruit or affect its keeping-qualities :

- (c) Corky, unnatural russet of good appearance not exceeding an aggregate area of 20 per cent. of the surface of any one fruit in addition to other unnatural russet, if any, so long as the remaining russet is smooth or solid russet and so long as the aggregate area of corky solid and smooth unnatural russet does not exceed 40 per cent. of the surface of any one fruit and so long as in all cases the skin is not broken and all cracks are healed over:
- (d) Two small, well healed-over stings or insect bites, provided not more than 10 per cent. of the fruit in any one package are so affected :
- (e) Slight skin-punctures incidental to handling and transport, provided that not more than 7 per cent. of the fruit in any one package are so affected :
- (f) Slight limb-rub or leaf-mark not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{3}{8}$  inch:
- (g) Hail-marks where there is no material discoloration of the skin of the fruit and where the indentations are slight and hailmarks of a smooth russet character not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of  $\frac{1}{2}$  inch:
- (h) Black-spot not exceeding an aggregate area equivalent to the area of a circle having a diameter of  $\frac{1}{2}$  inch on any one fruit of a size packing not more than a 165 count to the standard pear case, or not exceeding an aggregate area equivalent to the area of a circle having a diameter of  $\frac{1}{4}$  inch on any one fruit of a size packing not less than a 180 count to the standard pear-case and so long as in either case the fruit is not cracked or distorted thereby.

(ii) Where any pear shows two or more of the defects allowed by subclause (i) of this clause the total area of the surface of the fruit so affected shall not exceed the area of that defect for which the greatest maximum is prescribed.

(14) Orchard Run grade pears shall include fruit which conforms to the respective standards hereinbefore prescribed for Extra Fancy, Fancy, and Commercial grade fruit.

(15) Pears of this grade may be packed as a jumble pack, but shall be so packed that not less than 40 per cent. of the fruit in any one package shall be pears of the standards prescribed for Extra Fancy and Fancy grade fruit in approximately equal proportions, while the remainder of the fruit in the package shall be of a standard of quality not lower than the standard of quality prescribed for Commercial grade pears and shall be evenly distributed throughout the package. No package so packed shall contain any fruit which is of less size than 2 inches.

(16) Minimum grade pears shall include sound pears which are free from serious damage caused by disease, but which in other respects are not eligible for inclusion in any of the grades hereinbefore prescribed in this regulation. Such pears shall be free from blemish, unnatural russet, insect pests, fungal rots, corky-pit, or serious damage which may cause fruit to decay rapidly.

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(17) Pears of Minimum grade may be packed as a jumble pack, but no package shall contain any fruit which is of less size than  $1\frac{1}{2}$  inches.

(18) Notwithstanding the provisions of clause (16) of this regulation, pears showing the following damage, blemish, unnatural russet, or other injury or defect shall be deemed to be eligible for inclusion in this grade :---

- (a) Black-spot not exceeding an aggregate area on any one fruit equivalent to the area of a circle having a diameter of <sup>3</sup>/<sub>4</sub> inch and so long as the fruit is not cracked or distorted thereby :
- (b) Blemish of reasonably good appearance not exceeding an aggregate area of 10 per cent. of the surface of any one fruit so long as such blemish does not deform the fruit or affect its keeping-qualities :
- (c) Russeting from any cause whatever so long as the surface of any one fruit is reasonably smooth and reasonably free from cracks, wart-like growths, and distortions.

(19) Pears for inclusion in Orchard Run grade or Minimum grade shall, with respect to the respective varieties and the said grades set forth in the Third Schedule hereto, be of a size not less than the respective sizes, and shall carry not less than the respective degree of appearance set opposite the respective varieties of pears mentioned in the said Schedule.

REGULATION 9.—GRADING-STANDARDS FOR LEMONS.

(1) The standards by which the several grades of lemons shall be determined shall be the respective standards prescribed by this regulation.

(2) Extra Fancy grade lemons shall include only sound, mature, firm, clean, well-grown green or silver lemons, cured or not cured, uniform, well-formed, thin skinned, and of similar varietal characteristics. Such lemons shall be :---

- (a) Free from all insect pests, disease, growth-cracks, broken skins which are not healed, hail-marks, sun-burn, and internal breakdown:
- (b) Free from damage caused by bruises, insect injury, limb-rub, leaf-mark, thorn scratches, scars, and other defects which cause lemons to decay or which are likely to make the lemons unattractive to the purchaser.

(3) Lemons of Extra Fancy grade shall be properly packed and shall include lemons ranging in size from not less than a 125 count to not more than a 234 count, both inclusive, to the standard bushel case.
(4) Cured lemons of Extra Fancy grade in any package shall be

(4) Cured lemons of Extra Fancy grade in any package shall be reasonably uniform in maturity, and shall be of bright, reasonably uniform, yellow colour.

(5) Lemons of Extra Fancy grade shall have a minimum juice content of not less than 25 per cent. by volume. For the purposes of this clause the juice content of lemons by volume shall be determined as follows :---

The fruit volume of a representative sample of not less than twelve lemons shall be measured by water displacement. The quantity of juice contained in the lemons shall then be extracted by reaming or by rotating the halves of a freshly divided lemon upon a conical lemon squeezer under handpressure or other approved means, and thereafter straining the expressed juice through a strainer of not less than 30 meshes to the lineal inch or through cheese-cloth and its volume measured. The percentage of juice by volume shall be ascertained by dividing the measure of the juice volume by the measure of the fruit volume and multiplying the result by 100.

(6) Notwithstanding the provisions of clause (2) of this regulation, lemons showing the following damage, blemish, or other defect shall be deemed to be eligible for inclusion in Extra Fancy grade :—

- (a) Slight bruises occurring otherwise than in the course of harvesting and packing :
- (b) Slight blemish not exceeding 5 per cent. of the surface of any one lemon, so long as such blemish does not deform the lemon or affect its keeping-qualities.

(7) Lemons of the following descriptions shall not be deemed to be eligible for inclusion in Extra Fancy grade :—

Lemons from lots showing heavy percentage of decay out of storage; lemons with abnormally long necks; rough, course, or misshapen lemons; coloured or tree-ripened lemons; sun-burned lemons; lemons more than slightly spongy, or with more than slightly hollow core; lemons affected with internal decline; lemons which cut dry for any reason; lemons showing effects of frost; immature lemons; dirty lemons; lemons unattractive to the purchaser; and shrivelled or aged lemons of their class or colour.

(8) Fancy Grade lemons shall include only sound, mature, firm, clean, well-grown, green, or silver lemons, cured or not cured, uniform, well formed, fairly thin-skinned, and of similar varietal characteristics. Such lemons shall be :—

- (a) Free from all insect pests, disease, growth-cracks, broken skins which are not healed, hail-marks, sun-burn, and internal breakdown:
- (b) Free from damage caused by bruises, insect injury, limb-rub, leaf-mark, thorn scratches, scars, and other defects which cause lemons to decay or which are likely to make the lemons unattractive to the purchaser.

(9) Lemons of Fancy grade shall be properly packed and shall include lemons ranging in size from not less than a 125 count to not more than a 234 count, both inclusive, to the standard bushel case.

(10) Cured lemons of Fancy grade in any package shall be reasonably uniform in maturity, and shall be of good, reasonably uniform, yellow colour.

(11) The provisions of clause (5) of this regulation shall apply to lemons of Fancy grade.

(12) Notwithstanding the provisions of clause (8) of this regulation, lemons showing the following damage, blemish, or other defect shall be deemed to be eligible for inclusion in Fancy grade :---

(a) Slight bruises occurring otherwise than in the course of harvesting and packing:

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(b) Slight blemish not exceeding 10 per cent. of the surface of any one lemon, so long as such blemish does not deform the lemon or affect its keeping-qualities.

(13) Lemons of the description set out in clause (7) of this regulation shall not be deemed to be eligible for inclusion in Fancy grade.

(14) Good-grade lemons shall include only sound, mature, fairly firm, clean, well-grown, green, silver, or coloured lemons, cured or not cured, uniform, not more than slightly misshapen, not more than slightly rough, and of similar varietal characteristics. Such lemons shall be :---

- (a) Free from all insect pests, disease, growth cracks, broken skins which are not healed, bad sun-burn, and internal breakdown:
- (b) Free from damage caused by bruises, insect injury, limb-rub, leaf-marks, and other defects which cause lemons to decay or which are likely to make the lemons unattractive to the purchaser.

(15) Lemons of Good grade shall be properly packed and shall include lemons ranging in size from not less than a 125 count to not more than a 234 count, both inclusive, to the standard bushel case.

(16) Cured lemons of Good grade in any package shall be reasonably uniform in maturity, and shall be of a reasonably uniform yellow colour.

(17) The provisions of clause (5) of this regulation shall apply to lemons of Good grade.

(18) Notwithstanding the provisions of clause (14) of this regulation, lemons showing the following damage, blemish, or other defect shall be deemed to be eligible for inclusion in Good grade :---

- (a) Slight bruises occurring otherwise than in the course of harvesting and packing:
- (b) Slight blemish not exceeding 20 per cent. of the surface of any lemon, so long as such blemish does not deform the lemon or affect its keeping-qualities.

(19) Lemons of the following descriptions shall not be deemed to be eligible for inclusion in Good grade :---

Lemons from lots showing heavy percentage of decay out of storage; lemons with abnormally long necks; rough, coarse, or badly misshapen lemons; tree-ripened lemons; badly sun-burned lemons; lemons more than slightly spongy, or with more than slightly hollow core; lemons affected with internal decline; lemons which cut dry for any reason; immature lemons; lemons showing serious effects of frost injury; dirty lemons; lemons unattractive to the purchaser; and shrivelled or aged lemons of their class or colour.

(20) Small grade lemons shall include only hand-picked, cured or not cured, lemons which are of a standard of quality not lower than that prescribed by this regulation for Good grade, but which are of a size packing not less than a 252 count and not more than a 319 count, both inclusive, to the standard bushel case.

(21) Lemons of Small grade may be packed as a jumble pack, but no package shall contain any fruit which is of less size than  $1\frac{5}{8}$  inches.

REGULATION 10.-GRADING, WRAPPING, AND PACKING OF FRUIT.

(1) In this regulation the term "fruit" means apples, pears, and lemons.

- (2) Prior to being packed in packages all fruit for sale shall be—
- (a) Sized in accordance with this regulation;
- (b) Graded in accordance with the grading standards hereinbefore prescribed for the particular kind of fruit in question; and
- (c) Wrapped as hereinafter prescribed by this regulation.
- (3) There shall not be packed in the same package—
- (a) Fruit of more than one kind; or
- (b) Fruit of more than one variety of that kind (save that lemons of more than one variety, except lemons of the Meyer variety may be packed in the same package); or
- (c) Fruit of more than one grade unless the standard grade-mark placed on the package as hereinbefore prescribed is that of the lowest-grade fruit contained in the package.

(4) All fruit in any one package shall be as nearly as possible of the same size and shall not vary in size more than  $\frac{1}{4}$  inch.

(5) There shall not be packed in any package fruit of a size smaller than the size represented by the count hereinbefore required to be branded on the package.

(6) Subject to the provisions of clause (9) of this regulation, all graded fruit shall be wrapped with standard sulphite fruit-wrapping paper having one or both surfaces glazed, or with some other approved wrapping-paper or material.

(7) The size of the wrapping-paper to be used for the wrapping of apples and lemons shall be the size set opposite the respective sizes of apples and lemons set forth in the Fourth Schedule hereto.

(8) Nothing in the last preceding clause of this regulation shall be deemed to prohibit the use of wrapping-paper the size of which is less than the size prescribed for any particular size of fruit, provided that such fruit is double wrapped by overlapping two wrapping-papers.

(9) Apples and pears of Minimum grade shall not be wrapped before being packed in any package.

(10) Notwithstanding the provisions of clause (6) of this regulation, fruit may, at the option of the owner, be packed in a package for sale without being wrapped, in the following cases, that is to say :--

- (a) Extra Fancy and Fancy grade fruit when sold to any person for delivery only in the provincial district in which the fruit was grown:
- (b) Any cooking variety of apples or pears of any standard grade when packed direct from the trees in a hard-green condition :
- (c) Any grade of fruit, except Extra Fancy and Fancy grade fruit, regard being had to the maturity of the fruit at the time of packing and the mode and conditions of transport of the fruit to the place of sale.

(11) Fruit contained in any package shall be so graded and packed that the external layers on the top, bottom, and sides of the package indicate fairly and substantially the grade of the fruit in the package and of the whole of the fruit comprised in any one line of the same variety and grade and belonging to the same owner. (12) Notwithstanding anything in the foregoing provisions of this regulation apples or pears of the standard prescribed for Orchard Run grade or Minimum grade or lemons of the standard prescribed for Small grade may be packed as a jumble pack in any package, but no package so packed shall contain any fruit which—

(i) In the case of Orchard Run grade apples, is of less size than—

 (a) Two inches for apples of the Cox's Orange Pippin variety : or

(b) Two and one-eighth inches for apples of the Dougherty variety; or

(c) Two and one-quarter inches for apples of all other varieties of apple.

- (ii) In the case of Minimum grade apples, or Orchard Run grade pears, is of less size than 2 inches:
- (iii) In the case of Minimum grade pears, is of less size than  $1\frac{1}{2}$  inches.

(iv) In the case of Small grade lemons, is of less size than  $1\frac{5}{8}$  inches.

(13) No owner, auctioneer, or other selling agent shall sell any fruit which has not been graded, wrapped, and packed in compliance with the provisions of this regulation.

#### REGULATION 11.-COOL-STORE GRADED FRUIT.

(1) In this regulation the term "fruit" means apples, pears, or lemons.

(2) No person shall deposit in any cool store prior to sale any graded fruit except fruit which is of the respective standard grades following, that is to say :---

- (a) In the case of apples, Extra Fancy, Fancy, Commercial A, or Commercial B grade fruit;
- (b) In the case of pears, Extra Fancy, Fancy, or Commercial grade fruit; and
- (c) In the case of lemons, Extra Fancy, Fancy, or Good grade fruit.

(3) The owner of any packages of graded fruit which may by this regulation be deposited in a cool store before being offered for sale and which have been so deposited in a cool store shall, immediately before such packages are removed from the cool store for sale, examine the fruit contained therein, or cause such fruit to be examined, for the purpose of ascertaining whether the contents of the packages have been affected by storage defects.

(4) Forthwith after such examination as aforesaid the owner shall, after taking into consideration the extent to which (if any) such fruit is affected by storage defects, either—

- (a) Brand, or cause to be branded, before removal from the cool store each package of fruit with the words "Ex cool store" in manner prescribed by clause (12) of Regulation 5 hereof; or
- (b) Resort and repack such fruit so as to exclude from the packages any fruit affected by storage defects.

(5) Where any package of fruit has been resorted and repacked pursuant to paragraph (b) of clause (4) of this regulation the owner shall brand such package or cause such package to be branded, before

removal from the cool store with the word "Repacked" in addition to the words "Ex cool store" in manner prescribed by clause (12) of Regulation 5 hereof.

(6) No person, whether by himself, his servant, or agent, shall sell any cool-stored graded fruit in a package not branded in accordance with this regulation.

REGULATION 12.-EXAMINATION AND INSPECTION OF GRADED FRUIT.

(1) In this regulation the term "fruit" means apples, pears, or lemons.

(2) An Inspector may at any time and in any place examine any package of fruit bearing a standard grade-mark for the purpose of checking the grading of the contents thereof as indicated by the grade-mark on the package and the correctness of the other particulars branded on the package in accordance with the requirements of Regulation 5 hereof.

(3) If on examination the Inspector is of opinion that the contents of any package of fruit are noticeably and to the detriment of a purchaser at variance with the particulars branded on such package, the owner of such fruit shall be deemed to have committed a breach of these regulations.

(4) If on examination the Inspector is of opinion that the contents of any package of fruit are of a lower grade than that indicated by the grade-mark thereon, he shall erase or obliterate such grade-mark, or cause such grade-mark to be erased or obliterated, and shall place, or cause to be placed, on the package a grade-mark indicating the grade which he allots to the contents of the package.

(5) If such package is one of a line of fruit of the same variety and grade belonging to the same owner, the grade allotted by the Inspector to the contents of such package shall be allotted to the whole line, and the grade-mark on the remaining packages of the line shall be altered accordingly:

Provided that before altering or causing to be altered the grade of any line of fruit as aforesaid the Inspector shall examine the contents of at least 5 per cent. of the packages in the line.

(6) If on examination the Inspector is of opinion that any portion of the contents of any package of apples or pears is of a standard lower than that prescribed for Minimum grade or that any portion of the contents of any package of lemons is of a standard lower than that prescribed for Small grade, such fruit may, at the option of the owner, either—

- (a) Be resorted and repacked before sale so as to conform to the grade-mark borne on the package; or
- (b) Be sold without resorting or repacking to a factory for the purpose of being utilized in the manufacture of any fruit product, or be sold for a purpose other than human consumption.

(7) (i) If on examination of any line of fruit in packages branded Orchard Run grade the Inspector is of opinion that the contents of such packages are materially at variance with the standards prescribed for such grade by these regulations, the Inspector may (subject to subclause (ii) of this clause) erase the grade-mark, or cause such grade-mark to be erased, from the packages, and shall thereupon place or cause to be placed on the packages a grade-mark indicating the lowest grade of the fruit contained therein.

(ii) If on such examination the lowest grade of the fruit contained in such package cannot reasonably be determined, such fruit may at the option of the owner either—

- (a) Be resorted and repacked before sale so as to conform to one or other of the standard grades prescribed for such fruit by these regulations; or
- (b) Be sold without resorting or repacking to a factory for the purpose of being utilized in the manufacture of any fruit product, or be sold for a purpose other than human consumption.

(8) If on examination of any line of fruit in packages branded "Ex cool store" the Inspector is of opinion that the contents of the packages are noticeably and to the detriment of a purchaser affected by storage defects, such fruit may, at the option of the owner,—

- (a) Be resorted and repacked before sale so as to exclude from the packages all fruit so affected by storage defects; or
- (b) Be sold without resorting and repacking to a factory for the purpose of being utilized in the manufacture of any fruit product or be sold for a purpose other than human consumption.

(9) Where pursuant to clause (6) or clause (7) of this regulation any package of fruit is resorted and repacked by or on behalf of the owner so as to exclude from the package all fruit found to be below the lowest standard grade hereinbefore prescribed for such fruit, all fruit so excluded from the package may be sold to a factory for the purpose of being utilized in the manufacture of any fruit product or be sold for a purpose other than human consumption.

(10) Where pursuant to clause (8) of this regulation any package of fruit branded "Ex cool store" is resorted and repacked by or on behalf of the owner so as to exclude from the package all fruit found to be affected by storage defects, all fruit so excluded from the package may be sold or otherwise disposed of for any purpose except for human consumption.

(11) Notwithstanding anything in the foregoing provisions of this regulation, no package containing lemons shall be degraded by an Inspector by reason only of the presence of blue-mould or green-mould on such fruit.

(12) On completion of inspection of packages of fruit in any line the Inspector may stamp all packages inspected and passed by him with the official inspection stamp bearing the words "Inspected and passed" and the date of inspection.

(13) If the grade of fruit is altered by an Inspector pursuant to this regulation, all work in connection with the examination of the packages of fruit for the purpose of determining the grade and with the remarking of packages shall be done at the expense in all things of the owner of the fruit.

REGULATION 13.-INSPECTION FEE ON GRADED FRUIT.

(1) In this regulation the term "fruit" means apples, pears, and lemons.

(2) In respect of every package of fruit sold within the Dominion there shall be payable the inspection fees following, that is to say:—

- (a) For each package of fruit of the types of packages numbered 1 and 2 specified in the First Schedule hereto, an inspection fee of one penny:
- (b) For each package of any other type of package specified in the said Schedule, an inspection fee of one halfpenny.

(3) The inspection fee prescribed by the last preceding clause of this regulation shall be levied by means of an adhesive inspection-fee stamp of an approved design, and shall be affixed by the owner of the fruit to every package containing fruit intended for sale within the Dominion prior to the removal of such package of fruit from the place where it is packed to the place at which it is intended to be sold or offered for sale.

(4) Inspection-fee stamps shall be issued in values of one penny and one halfpenny, and the appropriate inspection-fee stamp required by this regulation to be affixed to packages of fruit for sale shall be affixed to the top right-hand corner of the same end of each package as that upon which the owner's registered mark and other particulars are required to be branded pursuant to Regulation 5 hereof.

(5) (i) Notwithstanding the provisions of clause (3) of this regulation, any package of fruit may be removed from the place where it is packed to a cool store for storage purposes without an inspection-fee stamp being affixed to the package so long as the appropriate inspection-fee stamp is affixed to the package by or on behalf of the owner of the fruit prior to the removal of the package from the cool store to the place at which it is intended to be sold or offered for sale.

(ii) For the purpose of this clause "cool store" means any premises where it is customary to hold fruit in cool storage prior to sale.

(6) Notwithstanding the provisions of clause (2) of this regulation, fruit which is sold in any package or container direct to a factory for the purpose of being utilized in the manufacture of any fruit product or which is sold in any container direct to a packing establishment to be there packed shall be exempt from the payment of an inspection fee :

Provided that in the case of fruit which is sold direct to a packing establishment to be there packed an inspection-fee stamp of the appropriate value prescribed shall be affixed to each package into which such fruit is packed.

(7) Every person who purchases or receives any package of fruit having an inspection-fee stamp affixed thereto shall forthwith upon removing the fruit from the package destroy or remove, or cause to be destroyed or removed, the inspection-fee stamp affixed to the package in such manner that it cannot be again used as an inspectionfee stamp.

(8) No person shall use any package which has previously been used as a package for fruit and on which is borne an inspection-fee stamp in respect of the fruit previously contained in the package unless and until he removes or destroys, or causes to be removed or destroyed, such inspection-fee stamp before again packing fruit in such package. 1938/43.] New-Zealand-grown Fruit Regulations 1938.

(9) If upon examination of any package of fruit intended for sale for which an inspection fee is payable an Inspector finds that no inspection-fee stamp has been affixed thereto, he shall require the owner or person in charge thereof to withdraw such package from sale untilsuch time as an inspection-fee stamp of the appropriate value prescribed by clause (2) of this regulation is affixed to the package.

(10) No owner, auctioneer, or other selling-agent shall sell or offer for sale any package of fruit in respect of which an inspection fee is payable and to which an inspection-fee stamp has not been affixed pursuant to the provisions of this regulation.

## REGULATION 14.-SALE OF FRUIT GENERALLY.

(1) No person, whether by himself, his servant, or agent, shall sell or offer or expose for sale any fruit in any package unless all the requirements of these regulations with respect to such fruit have been complied with.

(2) No person, whether by himself, his servant, or agent, shall sell, or offer or expose for sale, any apples, pears, or lemons in any package unless such fruit conforms to one or other of the standard grades hereinbefore prescribed for such fruit and unless all the other provisions relating to the grading, wrapping, and packing of such fruit, and the stamping or marking of packages of such fruit, have been complied with.

(3) No person, whether by himself, his servant, or agent, shall sell or offer or expose for sale any apples, pears, or lemons of a standard of quality below the lowest standard grade hereinbefore prescribed for such fruit except that he may without exposure for sale sell or offer for sale any such apples, pears, or lemons—

- (a) To a factory for the purpose of being utilized in the manufacture of any fruit product; or
- (b) For a purpose other than human consumption.

#### **Regulation 15.—Offences.**

Every person commits a breach of these regulations and shall be liable accordingly who—

- (a) Fails to observe or perform any duty directly or by implication imposed upon him by these regulations; or
- (b) Does anything contrary to the provisions thereof; or
- (c) Not being an Inspector or other authorized officer in the exercise of his duty, alters or obliterates wholly or partially, or causes to be altered or obliterated, any registered mark, any grade-mark, or other particulars required to be branded on any package pursuant to these regulations; or
- (d) Improperly brands or otherwise impresses on any package of fruit any registered mark or other mark or stamp purporting to be the mark or stamp of an Inspector or other authorized officer or any registered owner of fruit; or
- (e) Counterfeits any inspection-fee stamp or other mark or stamp used in pursuance of these regulations; or
- (f) Affixes to any package of fruit any counterfeit inspection-fee stamp or other counterfeit mark or stamp; or

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- (g) Removes, or causes or allows to be removed, without lawful justification or excuse any inspection-fee stamp from any package of fruit before sale; or
- (h) Uses on any package of fruit for sale any inspection-fee stamp that has been previously used as an inspection-fee stamp in respect of the sale of any other package of fruit; or
- (j) Empties, or partially empties or otherwise interferes with, the contents of any package of fruit branded pursuant to these regulations in order to put therein or substitute therefor any other fruit.

### SCHEDULES.

#### FIRST SCHEDULE.

## Specification of Standard Packages for Fruit.

No.	Туре				uit.	es.	å		÷.					
Package	Dimensions (Inside	т	Apples.	Pears.	Quinces.	itrous Frui	Nectarines	Apricots.	Plums.	Cherries.	Tomatoes			
Pac	Measurements, in Inches).				Bot- toms.	•••;		~	Citro	Ne	F		5	Ē
1	101 by 111 by 18	In. 2 or 3	In. -5- 16	In.	1n.	*		*	*					
$\frac{1}{2}$	8½ by 11½ by 18	$\frac{3}{5}$ or $\frac{3}{4}$	16 5 16 5	ઝોલ રહે છે. છે. છે. છે. છે. મુંચ રહે છે. છે. છે. છે. છે. છે. છે. છે. છે. છે	365 165 165 165 165 165 165 165 165 165 1		*	•••						•
3	$5\frac{1}{4}$ by $11\frac{1}{2}$ by 18	$\frac{5}{8}$ or $\frac{3}{4}$	10	16	10	*	*	*	* *	* *	*	*		*
4	$2\frac{1}{2} - 3\frac{1}{2}$ by $11\frac{1}{2}$ by 18	$\frac{5}{8}$ or $\frac{3}{4}$	16	វិទ	ig	•••	::i	• • •		* *	*	1	*	١.
5	7 by $8\frac{1}{2}$ by 18	$\frac{3}{8}$ or $\frac{3}{4}$	16	10	10	*	*	<b>4</b> • ∣	*   '		Ť	T	• •	1
$\frac{6}{7}$	7 by 7 by 18 6 by 9 by 11	$\frac{5}{8}$ or $\frac{3}{4}$	16	16	16	*	*	••;	••••	• . • •	•••	•••	••	1
8	41 1 10 1 10	$\frac{2}{3}$ or $\frac{3}{4}$	45	4	$\frac{4}{5}$	1.1		٠٠į	••••	• • • •		•••	• •	*
9	$4\frac{5}{2}$ by 12 by 16 $4\frac{1}{2}$ by 7 by 18	$\frac{3}{5}$ or $\frac{3}{4}$	5165161451614	16 1	16	1	•••	•••		* *	*	*		*
10	$4\frac{1}{2}$ by 7 by $8\frac{3}{4}$		4	4	4									8
ĩĭ	$3\frac{1}{2}$ by $11\frac{1}{2}$ by $14$	1	1		4	1							*	1.
12	$6 by 7 by 26\frac{1}{2}$	5 or 3	5	5	-5 16			•••	'	* *	*	*		
13	6 by 6 by 28 <sup>°</sup>	$\frac{5}{3}$ or $\frac{3}{4}$	10	5	5	1			i *	* *	*	*		

\* Indicates the kind of fruit which may be packed separately in the respective types of packages.

N.B.—Peaches, nectarines, apricots, or plums may be packed in package No. 6, provided that the net weight of the contents is branded on the package.

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### SECOND SCHEDULE.

GRADING STANDARDS FOR APPLES.

	[		Minimum Sizes.					Minimum Colour.						
	X.F.	F.	Com. A.	Com, B.	0.R.*	Min.	X.F.	F.	Com. A.	Com. B.	0.R.*	Min.		
		i		}		Ì	Per	Per	Per					
Dessert Varieties.	Count.	Count		Count	Count.	Count.	Cent.	Cent.	Cent.	Į.				
American Horn	216	234	234	234	234	288	45	15	15	CS	CS	NC		
Adam's Pearmain	216	234 234	234 234	234	$234 \\ 234$	288 288	25	10 15	10	CS	CS	NC NC		
Brighton Blenheim Orange	$216 \\ 216$	234 234	234 234	234	234 234	288	$\frac{45}{25}$	10	15 10	CS NC	CS NC	NC		
Cox's Orange Pippin	252	270	270	288	288	288	20	5	cs	NC	NC	NČ		
Celo	216	234	234	234	234	288	HCC	GCC	GCC	NC	NC	NC		
Cleopatra	216	234	234	234	234	288	HCC	GCC	GCC	CC	CC	CC		
Crofton Delicious	$\frac{216}{198}$	$234 \\ 216$	234 216	234 234	$234 \\ 234$	288 288	45 45	15 15	15 15	CS CS		NC NC		
Dougherty	216	234	234	252	252	288	45	15	15	cs	cs	NC		
Edward Lippiatt	216	234	234	234	234	288	45	15	15	čš	cš	NČ		
Frimley Beauty	216	234	234	234	234	288	45	15	15	CS	CS	NC		
Glengyle Red	216	234	234	234	234	288	45	15	15	CS	CS	NC		
Gravenstein† Golden Pippin	$\frac{216}{216}$	$234 \\ 234$	234 234	$234 \\ 234$	$234 \\ 234$	288 288	нċс	GĊC	GĊC	ċċ	ċċ	NC CC		
Golden Delicious	216	234	234	234	234 234	288	HCC	GCC	GCC	CC	CC CC	cc		
Granny Smith	216	234	234	234	234	288	HCC	GCC	GCC	čč	čč	čč		
Irish Peach	216	234	234	234	234	288	HCC	GCC	GCC	CC	CC	CC		
Jonathan	216	234	234	252	252	288	45	15	15	CS CS	CS	NC		
King David Kidd's Orange	$216 \\ 216$	234 234	234 234	234 234	$234 \\ 234$	288 288	$\frac{45}{25}$	15 10	15 10		CS	NC NC		
McLiver's Winesap	216	234	234	234	234	288	45	15	15	CS	CS CS	NC		
Mr. Gladstone	216	234	234	234	234	288	45	15	15	čš	čš	NC		
McMahon's White	216	234	234	234	234	288	HCC	GCC	GCC	ČČ	čč	CC		
McIntosh Red	216	234	234	234	234	288	45	15	15	CS	CS	NC		
Northern Spy	216	$\frac{234}{234}$	$234 \\ 234$	234	234	288	45	15 GCC	15	CS	CS	NC		
Newtown Pippin Red Astrachan	$216 \\ 216$	234	234	234 234	234 234	288 288	HCC 45	15	GCC 15	CCCS	CC CS	CC NC		
Ribston Pippin	216	234	234	234	234	288	25	10	10	ŇČ	NC	NC		
Rokewood	216	234	234	234	234	288	60	25	25	CS	CS	NC		
Rome Beauty	216	234	234	234	234	288	25	10	10	CS	CS	NC		
Salome	216	234	234 234	234	234	288	45	15	15	CS	CS	NC		
Scarlet Nonpareil Scarlet Pearmain	$\frac{216}{216}$	$234 \\ 234$	234 234	$234 \\ 234$	234 234	$\frac{288}{288}$	45 45	15 15	15 15	CS CS	CS CS	NC NC		
Scarlet Pearmain Shoreland Queen	216	234	234	234	234	288	45	15	15	cs	cs	NC		
Spitzenberg	216	234	234	234	234	288	45	15	15	čŝ	ČŠ	NC		
Stansill	216	234	234	234	234	288	45	15	15	CS	CS	NC		
Stark	216	234	234	234	234	288	45	15	15	CS	CS	NC		
Senator	$\frac{216}{216}$	$\frac{234}{234}$	$234 \\ 234$	234 234	$\frac{234}{234}$	288 288	25 20	10 5	10 5	CS NC	CS NC	NC NC		
Stayman Winesap	216	234	234	234	234	288	25	10	10	cs	cs	NC		
Sturmer	$\bar{2}16$	234	234	234	234	288	HCC	GCC	GCC	čč	čč	CC		
Tasma	216	234	234	234	234	288	70	30	30	CS	CS	NC		
Tasma Pride	216	234	234	234	234	288	45	15	15	CS	CS	NC		
Worcester Pearmain Willie Sharp	$\frac{216}{216}$	$\frac{234}{234}$	$234 \\ 234$	234 234	$234 \\ 234$	$\frac{288}{288}$	$^{45}_{\rm HCC}$	15 GCC	15	CS CC	CS	NC CC		
Willie Sharp	216	234	234	234	234	288	45	15	GCC 15	cš	cš	NC		
Other dessert varie-	216	234	234	234	234	288		ing to			ireme			
ties									lar var					
a								1						
Cooking Varieties.	180	198	198	004	004	288	нсс	600	GCC	00	00	00		
Alfriston	180	198	198	234 234	234 234	288 288	25	GCC 10	10	CC NC	CC NC	CC NC		
Baldwin	180	198	198	234	234	288	45	15	15	ĉš	CS	NC		
Ballarat	180	198	198	234	234	288	HCC	GCC	GCC	CC	CC	CC		
Boston Russet	180	198	198	234	234	288	HCC	GCC	GCC	CC	CC	CC		
Brownlee's Russet	180	$198 \\ 198$	198 198	234	234	288 288	HCC	GCC	GCC	CC	CC	CC		
Dunn's Hoover	180 180	198	198	234 234	$\frac{234}{234}$	288	HCC 60	GCC 25	GCC 25	CCC	CC CS	CC NC		
London Pippin	180	198	198	234	234	288	HCC	GCC	GCC					
Lord Wolseley	180	198	198	234	234	288	HCC	GCC	GCC	čč	čč	čč		
Mobb's Royal	180	198	198	234	234	288	HCC	GCC	GCC	CC	CC	CC		
Parlin's Beauty	180	198	198	234	234	288	HCC	GCC	GCC	CC	CC	CC		
Premier	$     180 \\     180 $	198     198	$198 \\ 198$	$234 \\ 234$	234	288 288	25	10 GCC	10	CS	CS	NC CC		
Reinette du Canada Rymer	180	198	198	234 234	$234 \\ 234$	288	HCC 25	GCC 10	GCC 10	CC NC		CC NC		
Stone Pippin	180	198	198	234	234	288	HCC	GCC	GCC					
Washington	180	198	198	234	234	288	HCC	GCC	GCC	CC	čč	CC		
Other cooking varie-	180	198	198	234	234	288	Accord		colour	requ	ireme			
ties		1	I			1	1	of simi	lar var	ieties.		1		

Refers only to Commercial B grade apples.
 † Gravenstein Variety: Extra Fancy, pronounced stripe; Fancy, Commercial A, Commercial B, and Orehard Run, clean bright fruit.
 X.F.=Extra Fancy; F.=Fancy; Com. A.=Commercial A; Com. B.=Commercial B; Min.=Minimum; O.R.=Orehard Run; H.C.C.=High Characteristic Colour; G.C.=Good Characteristic Colour; C.C.=Characteristic Colour; S.S.=Colour Showing; N.C.=No Colour.

NOTE.-Allowances for blemish, russet, black-spot, and other defects are provided for under Regulation 7.

### [1938/43.

#### THIRD SCHEDULE.

#### GRADING STANDARDS FOR PEARS.

		Minin	mum Si	izes.		Minimum Appearance.					
Varieties.	X.F.	F.	Com.	0.R.*	Min.	X.F.	F.	Com.	0.R.*	Min.	
				Count.		1101	aar	1	a	DGL	
Bailey's Bergamotte		228	228	228	i i	HCA	GCA	CA	CA	RGA	
Beacon		228	228	228		HCA	GCA	CA	CA	RGA	
Beurré Bose		195	195	195		HCA	GCA	CA	CA	RGA	
Beurré Capiaumont		195	195	195		HCA	GCA	$\mathbf{CA}$	CA	RGA	
Beurré Clairgeau		195	195	195		HCA	GCA	CA	CA	$\mathbf{RGA}$	
Beurré d'Amanlis	. 210	228	228	228		HCA	GCA	CA	CA	$\mathbf{RGA}$	
Beurré d'Anjou .	. 180	195	195	195		HCA	GCA	CA	CA	$\mathbf{RGA}$	
Beurré Diel	180	195	195	195		HCA	GCA	CA	CA	RGA	
Beurré Easter	. 180	195	195	195		HCA	GCA	CA	CA	RGA	
Broompark	. 210	228	228	228		HCA	GCA	CA	CA	RGA	
Chaumontel	180	195	195	195		HCA	GCA	CA	CA	RGA	
Conference	180	195	195	195	es .	HCA	GCA	CA	CA	RGA	
Directeur Hardy	180	195	195	195	inches.	HCA	GCA	CA	CA	RGA	
Doyenné du Comice	010	228	228	228	žir	HCA	GCA	CA	CA	RGA	
Duchesse d' Angoulême	180	195	195	195	131	HCA	GCA	CA	CA	RGA	
Elizabeth Cole	010	228	228	228	e	HCA	GCA	CA	CA	RGA	
Giblin's Nelis	105	210	210	210	size	HCA	GCA	ČA	CA	RGA	
Glou Morceau	100	195	195	195		HCA	GCA	CA	ČA	RGA	
Harrington's Victoria	100	195	195	195	Minimum	HCA	GCA	CA	CA	RGA	
Joséphine de Malines	010	228	228	228	.a	HCA	GCA	CA	ČÂ	RGA	
Keiffer	100	195	195	195	E	HCA	GCA	CA	ČÂ	RGA	
L'Inconnue	100	195	195	195	4	HCA	GCA	CA	CA	RGA	
Tania Dan Ja Tanan	107	210	210	210		HCA	GCA	CA	CA	RGA	
Madam Cala	910	228	228	228		HCA	GCA	CA	CA	RGA	
Mart Taria	100	195	195	195	}	HCA	GCA	CA	CA	RGA	
D 11 1 m 1		228	228	228		HCA	GCA	CA		RGA	
D D	100	195	195	195		HCA	GCA	CA		RGA	
True fand Mananah	910	228	228	228		HCA	GCA	CA		RGA	
Winner of Winlefeld	100	195	195	195					CA	RGA	
Vicar of Winkfield	010	195 228	195	228		HCA	GCA	CA	CA	RGA	
Winter Cole	910					HCA	GCA				
Winter Nelis		228	228	228		HCA	GCA	CA	CA	RGA	
Williams' Bon Chrêtien .		228	228	228	Ι, .	HCA	GCA	CA	$\mathbf{C}\mathbf{A}$	RGA	
Other varieties	Accor	ang t	o size,			stic sha	ape an	d ap	peara	nce of	
similar varieties.											

\*Refers only to Commercial grade pears. X.F. = Extra Fancy; F. = Fancy; Com. = Commercial; Min. = Minimum; O.R. = Orchard Run; H.C.A. = High Characteristic Appearance; G.C.A. = Good Characteristic Appearance; C.A. = Charac-teristic Appearance; R.G.A. = Reasonably Good Appearance. NOTE. ----Allowances of blemish, russet, black-spot, and other defects are provided for under Regulation 8.

#### FOURTH SCHEDULE.

WRAPPING-PAPER FOR APPLES AND LEMONS.

Size of Apples and Lemons on Package Basis.	Size of Wrapping-paper.							
Count 96 and larger	11 inches by 11 inches, or double wrap, 10 inches by 10 inches.							
Count 100–138	10 inches by 10 inches.							
	10 inches by 10 inches, or 9 inches by 9 inches.							
	9 inches by 9 inches.							
Count 234–252	9 inches by 9 inches, or 8 inches by 8 inches.							
Count 270	8 inches by 8 inches.							

### C. A. JEFFERY, Clerk of the Executive Council.

Issued under the authority of the Regulations Act, 1936. Date of notification in *Gazette* : 24th day of March, 1938. These regulations are administered by the Department of Agriculture. (Notice No. Ag. 3542.)